

**IN THE CIRCUIT COURT OF THE SECOND JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI**

CRAIG AND CAROL BALIUS

PLAINTIFFS

VS.

CAUSE NO. A2402-07-61

**STATE FARM FIRE VP MANAGEMENT CORP.;
STATE FARM FIRE AND CASUALTY COMPANY;
STATE FARM GENERAL INSURANCE COMPANY;
ANY STATE FARM INSURANCE COMPANY AFFILIATE;
AND JOHN DOES A-Z**

DEFENDANTS

CERTIFICATE OF CIRCUIT COURT CLERK

I hereby certify that the attached documents consisting of 26 pages represent any
and all pleadings and papers filed in the office of the Circuit Court Clerk for Harrison
County, Mississippi, in the above-referenced matter as of the date of this Certificate.

DATED, this the 4th day of June, 2007.

Circuit Court Clerk for Harrison County,
Mississippi

BY: Lisa Boudreau

(SEAL OF COURT)



**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

CRAIG AND CAROL BALIUS

PLAINTIFFS

VS.

**STATE FARM VP MANAGEMENT CORP.;
STATE FARM FIRE AND CASUALTY
COMPANY; STATE FARM GENERAL
INSURANCE COMPANY;
ANY STATE FARM INSURANCE
COMPANY AFFILIATE; and JOHN
DOES A-Z**

CAUSE NO. A2402-07-101
FILED
APR 02 2007
GAYLE PARKER
CIRCUIT CLERK
Lisa Boudreau f.c.

DEFENDANTS

**COMPLAINT
(JURY TRIAL REQUESTED)**

COME NOW THE PLAINTIFFS, Craig and Carol Balius (hereinafter "the Plaintiffs"), by and through undersigned counsel, and files their Complaint against Defendants, State Farm VP Management Corp.; State Farm Fire and Casualty Company; State Farm General Insurance Company; Any State Farm Insurance Company Affiliate; and John Does A-Z, and in support thereof show the following:

INTRODUCTION

1. This cause of action is brought against the Defendants, State Farm VP Management Corp.; State Farm Fire and Casualty Company; State Farm General Insurance Company; and Any State Farm Insurance Company Affiliate (hereinafter "State Farm"), for bad faith breach of contract. State Farm sold a homeowner's policy to the Plaintiffs, Craig and Carol Balius. Mr. and Mrs. Balius lost their home at 661 Mulberry Drive, Biloxi, MS, when it was totally destroyed on August 29, 2005, by Hurricane Katrina.

2. Hurricane Katrina inflicted unprecedented damage all along the Mississippi Gulf Coast with catastrophic wind and hurricane conditions.

3. The Plaintiffs filed a timely claim with State Farm. In the course of its investigation, State Farm determined that this claim should be paid under the Plaintiffs' flood policy which had \$124,900 for the building and \$32,900 for contents. State Farm paid those policy limits.

4. Damage to the second and third floors of the Plaintiffs' home were due to wind and should have been covered under the Plaintiffs' homeowners policy.

5. Plaintiffs have a homeowners policy with dwelling coverage of \$158,206, extension coverage of \$15,821, and contents coverage of \$118,654. State Farm has refused, without an arguable legitimate reason to tender these policy limits.

6. Defendants' conduct evidences bad faith, a breach of the duties of good faith and fair dealing, and are indicative of the epitome of bad faith thereby subjecting State Farm and the other Defendants to punitive damages in an amount sufficient to deter them and others similarly situated from engaging in such corrupt conduct.

PARTIES

7. The Plaintiffs, Craig and Carol Balius ("the Plaintiffs"), are adult residents of Harrison County, Mississippi, Second Judicial District, whose principal residence, until it was completely destroyed by Hurricane Katrina on August 29, 2005, was located at 661 Mulberry Drive, Biloxi, Harrison County, Mississippi. The Plaintiffs' residence was insured on August 29, 2005, by a homeowner's policy issued by State Farm or its affiliated companies.

8. The Defendant, State Farm VP Management Corp., is a foreign company doing

insurance business in the State of Mississippi with its principal corporate headquarters located in a state other than Mississippi. At all times relevant to this Complaint, State Farm was authorized to issue homeowner's insurance policies within the State of Mississippi. State Farm VP Management Corp. may be served with process in this action upon its registered agent for service, Corporation Service Company, 506 S. President Street, Jackson, MS 39201.

9. The Defendant, State Farm Fire and Casualty Company., is a foreign company doing insurance business in the State of Mississippi with its principal corporate headquarters located in a state other than Mississippi. At all times relevant to this Complaint, State Farm was authorized to issue homeowner's insurance policies within the State of Mississippi. State Farm Fire and Casualty Company may be served with process in this action upon George Dale, Commissioner of Insurance for the State of Mississippi, 501 North West Street, 10th Floor, Suite 1001, Jackson Mississippi 39201.

10. The Defendant, State Farm General Insurance Company., is a foreign company doing insurance business in the State of Mississippi with its principal corporate headquarters located in a state other than Mississippi. At all times relevant to this Complaint, State Farm was authorized to issue homeowner's insurance policies within the State of Mississippi. State Farm General Insurance Company may be served with process in this action upon George Dale, Commissioner of Insurance for the State of Mississippi, 501 North West Street, 10th Floor, Suite 1001, Jackson Mississippi 39201.

11. Defendants, John A-Z, are agents, employees, and/or representatives of Defendants involved in selling the policy of insurance at issue, adjusting Plaintiffs' claim, or conspired to deny Plaintiffs' claim and/or were responsible for any and all of the

decisions made with regard to the fraudulent handling of Plaintiffs' claim. Each of these Defendants' conduct subjects them to individual liability under the laws of the State of Mississippi; and/or are "alter egos" of the Defendants, and/or are corporations, individuals, insurance companies, or other entities that conspired with one or more of the presently identified Defendants to fraudulently induce the sale of the subject policy of insurance and/or to fraudulently and wrongfully deceive the Plaintiff and interfere with his ability to contract with a licensed insurance company of his choice, and may include State Farm Annuity and Life Insurance Company; State Farm Life Insurance Company; State Farm Mutual Automobile Insurance Company; and/or one or more of the members of the Nationwide family. During or after discovery, Plaintiffs will amend their Complaint to properly identify John Doe Defendants A-Z once their true identities are learned in the discovery process.

12. Those John Doe A-Z Defendants also include other individuals, corporations, and/or entities whose identity is presently unknown but who will be identified once their true identities are learned. These unknown Defendants participated in wrongfully denying Plaintiffs the benefits to which they are entitled to or to perform sham investigation and/or conspired to deny this claim.

SUBJECT MATTER PERSONAL JURISDICTION

13. This Court has jurisdiction over the matter and the Defendants,

VENUE

14. Venue in this cause is proper in this Court because all the real and personal property is located, exclusively, in Harrison County, Mississippi, Second Judicial District, and the conduct, acts and/or omissions upon which this cause of action is based occurred

in Harrison County, Mississippi, Second Judicial District .

FACTS

15. The Plaintiffs are life long resident of the Mississippi Gulf Coast. The Plaintiffs purchased from State Farm a homeowner's policy which named Plaintiffs as the insured. The subject policy insured the dwelling at 661 Mulberry Drive, and other structures and personal property thereof, in addition to living expenses.

16. The subject policy was underwritten, marketed, sold and issued to Plaintiffs by State Farm, acting by and through and/or in conjunction with its designated agent.

17. The Plaintiffs purchased the policy from State Farm for one of the express primary purposes of insuring any property damage as a proximate result of hurricanes striking the Mississippi Gulf Coast from the Gulf of Mexico, including any and all damage proximately, efficiently, and often caused by wind, rain and storm surge proximately caused by hurricanes.

18. In selling the subject policy to the Plaintiffs and subsequently accepting premiums under the policy, State Farm and its agent expressly represented to the Plaintiffs that they would have full and comprehensive coverage for any and all hurricane damage, including any and all damage, damage proximately, efficiently, and typically caused by hurricane wind and storm surge proximately caused by hurricanes.

19. On or about August 29, 2005, the Plaintiff's home, which is insured under the insurance policy mentioned above, sustained severe damage from Hurricane Katrina, such that it was totally destroyed. The Plaintiff, thereafter, made proper and timely claims for benefits under the subject policy.

20. Despite Plaintiffs repeated efforts to have the Defendants adjust their losses

and pay their claims in accordance with the terms and conditions of the subject policy, and in a fair and equitable manner, the Defendants refused, and continue to refuse, to properly adjust and pay the Plaintiffs' claims, in bad faith violation of their contractual and implied duties and obligations to the Plaintiff.

COUNT I

21. Plaintiffs incorporate by reference the preceding paragraphs.

22. Although Plaintiffs made a proper and timely demand for rightful benefits under the subject policy of insurance, State Farm wrongfully, negligently, grossly negligently, intentionally and/or willfully refused, and continues to refuse, to pay benefits due to the Plaintiffs under the terms of the subject policy and plan of insurance.

23. At all material times, State Farm refused and continues to refuse, to pay benefits due the Plaintiffs under the terms of the subject policy of insurance. Also, at all material times, State Farm either failed to provide competent, trained adjusters to adjust the Plaintiffs' claims; failed to adjust the Plaintiffs' claims in a fair, competent, timely and reasonable manner; and/or participated and/or conspired in a negligent, grossly negligent, intentional, malicious and/or willful refusal to adjust the Plaintiffs' claim in a fair and equitable manner and in accordance with the terms and conditions of State Farm's policy of insurance or in accordance with the clear pronouncements of Mississippi law.

24. Defendants' conduct amount to bad faith and fraud. Their conduct resulted in the wrongful and intentional denial of insurance benefits to the Plaintiffs under the subject policy of insurance, and State Farm breached its obligations under the subject insurance policy. Each of the Defendants breached the implied covenant of good faith

and fair dealing. The Defendants' conduct is contrary to the terms and conditions of the subject policy of insurance and established law. State Farm, its agents, adjusters and engineers, and agents, Defendants herein, are liable to the Plaintiffs for the following bad faith conduct:

- a. Negligent, grossly negligent, intentional, malicious and/or reckless failure to adequately and properly investigate the claims of the Plaintiffs in a proper and timely fashion;
- b. Negligently, grossly negligently, intentionally, maliciously and/or recklessly attempting to subjectively construe the terms and conditions of the subject policy of insurance in a manner totally contrary to the plain terms and conditions of the policy without making any determination with any degree of certainty about the damages caused to the Plaintiffs' property by the subject hurricane, and acting to protect their own financial interests at the expense of the Plaintiffs;
- c. Negligently, grossly negligently, intentionally, maliciously and/or recklessly delaying the investigation in a fashion calculated to place the Plaintiffs in an unequal bargaining position;
- d. Negligently, grossly negligently, intentionally, maliciously and/or recklessly attempting to use the Plaintiffs' financial dire straits to induce the Plaintiffs to accept limited compensation in lieu of the proper benefits under the subject policy of insurance;
- e. Negligently, grossly negligently, intentionally, maliciously and/or recklessly failing to pay Plaintiffs benefits due at a time when Defendants knew the

Plaintiffs were entitled to benefits under the subject insurance policy;

- f. Negligently, grossly negligently, intentionally, maliciously and/or recklessly failing to provide Plaintiffs any reasonable or justifiable basis for failing to honor the Plaintiff's claims for benefits in relation to the insurance policy, the facts and applicable law;
- g. Negligently, grossly negligently, intentionally, maliciously and/or recklessly acting in contravention of established Mississippi law;
- h. Negligently, grossly negligently, intentionally, maliciously and/or recklessly materially misrepresenting the contents, terms, conditions and benefits of the subject policy of insurance;
- i. Negligently, grossly negligently, intentionally, maliciously and/or recklessly and/or intentionally failing to adequately, reasonably and fairly adjust the Plaintiffs' claims;
- j. Negligently, grossly negligently, intentionally, maliciously and/or recklessly converting monies rightfully belonging to the Plaintiffs to their own use;
- k. Negligently, grossly negligently, intentionally, maliciously and/or recklessly allowing its agents to write coverage and collect premiums when State Farm knew that the claim would be fraudulently processed and not honored;
- l. Negligently, grossly negligently, intentionally, maliciously and/or recklessly failing to provide trained and competent adjusters or engineers to investigate Plaintiffs' claims;
- m. Negligently, grossly negligently, intentionally, maliciously and/or

recklessly sending adjuster(s) with inadequate training or experience to inspect the damages to Plaintiffs' home;

- n. Negligently, grossly negligently, intentionally, maliciously and/or recklessly devaluing the Plaintiffs' home or property and preventing re-sale for a reasonable value;
- o. Negligently, grossly negligently, intentionally, maliciously and/or recklessly failing to ensure that Plaintiffs' losses were adjusted in a consistent and non-arbitrary manner;
- p. Negligently, grossly negligently, intentionally, maliciously and/or recklessly failing to restore Plaintiffs' home to its pre-Hurricane condition by refusing to pay for the replacement of the damaged portions of the home and refusing to pay for all necessary repairs to Plaintiff's home in accordance with the terms of State Farm's contract of insurance, and by failing to provide all such other benefits to which Plaintiffs are entitled under said insurance policy;
- q. Negligently, grossly negligently, intentionally, maliciously and/or recklessly withholding payments from Plaintiffs when they knew or should have known that Plaintiffs' claim for the restoration of his home and the surrounding structures and all other foreseeable related losses were caused by the subject hurricane and were valid under the policy;
- r. Negligently, grossly negligently, intentionally, maliciously and/or recklessly denying coverage for the losses suffered by Plaintiffs;
- s. Negligently, grossly negligently, intentionally, maliciously and/or recklessly

refusing to honor the claims of the Plaintiffs without a legitimate or arguable reason;

- t. Negligently, grossly negligently, intentionally, maliciously and/or recklessly refusing to honor the claims of the Plaintiffs for reasons contrary to the express provisions of the policy;
- u. Negligently, grossly negligently, and/or willfully and maliciously compelling the Plaintiffs to engage legal counsel to initiate litigation to recover his contractual benefits;
- v. Negligently, grossly negligently, and/or willfully and maliciously delaying payment of the Plaintiffs' claims in a fashion calculated to cause the Plaintiffs substantial emotional distress and mental anguish;
- w. Negligently, grossly negligently, and/or willfully and maliciously failing to communicate with the Plaintiffs about the claims process and the reasons for refusing to pay Plaintiffs' claims;
- x. Acting in conscious, gross and reckless disregard for the rights of the Plaintiffs; and
- y. Other acts to be shown at the trial of this matter.

25. State Farm's tortious and bad faith breach of its contract with the Plaintiffs and breach of its duties of good faith and fair dealing have been attended by such gross negligence, reckless disregard for the rights of the Plaintiffs, and/or malicious, intentional and/or willful misconduct, as to constitute an independent tort, making the Defendants, and each of them, liable to the Plaintiffs for punitive damages, in an amount to be determined by a Jury, and in an amount sufficient to punish the

Defendants for their misconduct, and to deter these Defendants, and others similarly situated, from engaging in such acts in the future.

COUNT II

26. Plaintiffs incorporate by reference all the preceding paragraphs.

27. Upon information and belief, Defendant fraudulently induced the Plaintiffs to purchase the subject policy of insurance and concealed from the Plaintiffs the true nature of the policy of insurance they were acquiring. The actions of the Defendants, together with those of the as yet unidentified John and Jane Doe Defendants, make the Defendants liable to the Plaintiffs for fraudulent misrepresentation, fraudulent concealment, conspiracy to commit fraud, and interference with the right to contract.

28. Defendants' conduct, as set forth in preceding paragraphs, was attended by such gross negligence, reckless disregard for the rights of the Plaintiffs, and/or malicious, intentional and/or willful misconduct, so as to constitute an independent tort, making the Defendants liable to the Plaintiffs for punitive damages, in an amount to be determined by a Jury, but in an amount sufficient to punish the Defendants for their misconduct, and to deter these Defendants, and others similarly situated, from engaging in such acts in the future.

COUNT III

29. Plaintiffs incorporate by reference the preceding paragraphs.

30. The Defendant accepted insurance premiums from the Plaintiffs. The monies paid by the Plaintiffs as premiums for the subject policy of insurance were meant to secure homeowners' insurance coverage in accordance with the terms and conditions

of the subject policy of insurance and the representations made by State Farm. Although State Farm knew this was the intention of the Plaintiffs in paying over premiums for the subject policy, State Farm converted the Plaintiffs' property, in the form of insurance premiums to their own use, and did not procure and/or provide coverage in the manner represented to the Plaintiffs

31. Additionally, by virtue of claims made by Plaintiffs on the subject policy, State Farm became liable to the Plaintiffs to pay Plaintiffs a sum of money sufficient to repair and/or replace the damaged portions of the Plaintiffs' home and contents. State Farm converted those sums of money to its own use, however, and prevented Plaintiffs from enjoying the use and value of said monies.

32. By holding and using premium payments by the Plaintiffs while not procuring and/or providing the coverage represented to the Plaintiffs, and by holding the sums of money necessary to repair and/or replace the damaged portions of the Plaintiffs' home subsequent to the Plaintiffs' claims, the Defendants assumed unlawful dominion over the personal property (in the form of money) of the Plaintiffs, in defiance or exclusion of the Plaintiffs' rights, and withheld possession from the Plaintiffs under a claim of right or title inconsistent with that of Plaintiffs, and contrary to the Plaintiffs' rights, the terms and conditions of the subject policy of insurance, and applicable law.

33. As a result of these acts, Defendant is liable to the Plaintiffs for the tort of conversion, and has damaged the Plaintiffs, in addition to the other damages set forth in this Complaint, in an amount equal to the fair market value of the personal property (money) belonging to the Plaintiffs and wrongfully converted by the Defendants.

COUNT IV

34. Plaintiffs incorporate by reference the preceding paragraphs.

35. The actions of the Defendants, as set forth in the preceding paragraphs, were so outrageous and/or malicious as to shock the conscious of a reasonable person; proximately caused the Plaintiffs to suffer, and to continue to suffer, severe anxiety and emotional distress; and was conduct which the Defendants knew, or should have known, would cause the Plaintiffs to suffer severe emotional distress. By way of specific example, Defendants know, and have been put on actual notice numerous times by the Plaintiffs, that their refusal to properly and fairly adjust and pay the Plaintiffs' claims has resulted in Plaintiffs' detriment. Moreover, the Defendants know, and have been put on actual notice by the Plaintiffs, that the above described condition of the Plaintiffs' home, which exists solely as a result of the Defendants' willful, malicious and outrageous failure to adjust and pay the Plaintiffs' claim in accordance with the subject policy of insurance, has resulted in a substantial devaluation of the Plaintiffs' home, has put a great strain on the Plaintiffs' emotional well being, and put the Plaintiffs' home in a condition which prevents the Plaintiffs from putting it on the market for sale and/or obtaining a reasonable sales price.

36. As a result of their outrageous conduct, the Defendants, and each of them, are liable to the Plaintiffs for an amount of money sufficient to compensate Plaintiffs for their severe emotional distress, as well as punitive damages in amount sufficient to punish the Defendants for their misconduct and deter Defendants, and others similarly situated, from engaging in similar behavior in the future.

DAMAGES

37. Plaintiffs incorporate by reference the preceding paragraphs.

38. The Defendants, and each of them, are liable to the Plaintiffs for their failure and refusal to honor their implied and/or contractual obligations to the Plaintiffs, their failure to conduct a meaningful investigation and to adjust and pay the Plaintiffs' claims in a fair and equitable manner and in accordance with the terms and conditions of the subject policy of insurance and in accordance with Mississippi law; their failure to provide a legitimate reason for refusing to honor the Plaintiffs' contractual benefits; their failure to explain the refusal to honor the Plaintiffs' claims; their failure to communicate with the Plaintiffs; their intentional infliction of emotional distress; and for the other torts and causes of action set forth in this Complaint.

39. As a direct and proximate result of the acts and omissions of the Defendants, and each of them, as set forth herein above, the Plaintiffs have suffered substantial actual, economic and compensatory damages including but not limited to benefits withheld; economic losses, such as attorney's fees, travel and other incidental expenses; costs and expenses incurred in trying to maintain the Plaintiffs' home and mitigate his damages; costs and expenses, including attorneys' fees, incurred as a result of having to proceed with this cause of action to enforce the subject contract of insurance; costs and expenses; severe emotional distress and mental anguish; anxiety; worry; stress; physical illness; fair market value of property belonging to the Plaintiffs wrongfully converted by the Defendants; loss of value to the Plaintiffs' home and loss of ability to place the home or property on the market and negotiate a reasonable sales price; living expenses; and other damages to be shown at the trial of this matter, for all

of which the Plaintiffs are entitled to be compensated by these Defendants, jointly and severally, in an amount to be determined by a Jury at the trial of this matter.

PUNITIVE DAMAGES

40. Plaintiffs incorporate by reference the preceding paragraphs.

41. The conduct of the Defendants as set forth more fully in the preceding paragraphs, was malicious; intentional; grossly negligent; and/or was attended by circumstances of intentional concealment of material facts, malice, willful and wanton conduct, and/or was committed with reckless and callous disregard for the rights of the Plaintiffs, thereby entitling Plaintiffs to punitive damages, under Miss. Code Ann. § 11-1-65 (1972, as amended) and/or under the common law, in amount[s], to be determined by a Jury, which is/are sufficient to punish and set an example of Defendants, and each of them, and to deter Defendants, and each of them, and those similarly situated, from engaging in similar conduct in the future.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs demand judgment against Defendants jointly and severally, for actual, compensatory and punitive damages, in an amount to be determined by a Jury in this cause, together with pre-judgment and post-judgment interest as provided by law, attorneys' fees and costs of this action, and any and all additional relief in favor of the Plaintiffs deemed appropriate by this Honorable Court.

RESPECTFULLY SUBMITTED, this the 2 day of April,

2007.

CRAIG AND CAROL BALIUS,
PLAINTIFFS

By: 

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JAMES R. REEVES, JR. (MSB #9519)
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*ALSO LICENSED IN LOUISIANA
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April 2, 2007

FILED
APR 02 2007
Lea Boudreau

Gayle Parker
Circuit Court Clerk
Harrison County Courthouse
Biloxi, MS 39530

**RE: CRAIG AND CAROL BALIUS VERSUS STATE FARM VP
MANAGEMENT CORP., ET AL.**

Dear Sir:

Enclosed are the Civil Cover Sheet, original Complaint, and filing fee in the amount of \$115.00.

Also enclosed is a copy of the complaint which I request you stamp "filed" and return to me in the enclosed self-addressed envelope, along with the signed summonses.

Sincerely,

James R. Reeves, Jr.
James R. Reeves, Jr.

JRR:pp
Enclosures

COVER SHEET Civil Case Filing Form <i>(To be completed by Attorney/Party Prior to Filing of Pleading)</i>		Court Identification Docket Number <div style="border: 1px solid black; padding: 2px; display: inline-block; margin: 2px;">242 CT</div> <small>County Judicial District Court ID</small> <div style="border: 1px solid black; padding: 2px; display: inline-block; margin: 2px;">04 02 07</div> <small>Month Date Year</small>	Case Year <div style="border: 1px solid black; padding: 2px; display: inline-block; margin: 2px;">2007</div>	Docket Number <div style="border: 1px solid black; padding: 2px; display: inline-block; margin: 2px;">0006</div> <small>Local Docket ID</small>
Mississippi Supreme Court Administrative Office of Courts		Form AOC/01 (Revised 1/1/2001)		Case Number if filed prior to 1/1/94
IN THE <u>CIRCUIT</u> COURT OF <u>HARRISON</u> COUNTY				
Short Style of Case: <u>Craig and Carol Balus v. State Farm VP Management Corp., et al</u> Party Filing Initial Pleading: Type/Print Name <u>James R. Rogers, Jr.</u> MS Bar No. <u>5199</u> Check (✓) if Not an Attorney Check (✓) if Pro Hac Vice Signature <u>[Signature]</u> Compensatory Damages Sought: \$ <u>bad faith</u> Punitive Damages Sought: \$ <u>bad faith</u> Is Child Support contemplated as an issue in this suit? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If "yes" is checked, please submit a completed Child Support Information Sheet with Final Decree/Judgment				
PLAINTIFF - PARTY(IES) INITIALLY BRINGING SUIT SHOULD BE ENTERED FIRST (FIRST NAME IN SHORT STYLE) - ENTER ADDITIONAL PLAINTIFFS ON SEPARATE FORM				
Individual <u>Balus</u> Last Name First Name Maiden Name, if Applicable Middle Init. Jr/Sr/III/IV Address of Plaintiff <u>661 Mulberry Drive, Biloxi, MS 39530</u> Check (✓) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style: _____ Estate of _____ Check (✓) if Individual Plaintiff is acting in capacity as Business Owner/Operator (d/b/a) or State Agency, and enter entity: _____ D/B/A / Agency _____ Business _____ Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated _____ Check (✓) if Business Plaintiff is filing suit in the name of an entity other than the above, and enter below: _____ D/B/A: _____				
DEFENDANT - NAME OF DEFENDANT (FIRST NAME IN SHORT STYLE) - ENTER ADDITIONAL DEFENDANTS ON SEPARATE FORM				
Individual _____ Last Name First Name Maiden Name, if Applicable Middle Init. Jr/Sr/III/IV Check (✓) if Individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style: _____ Estate of _____ Check (✓) if Individual Defendant is acting in capacity as Business Owner/Operator (d/b/a) or State Agency, and enter entity: _____ D/B/A / Agency _____ Business <u>State Farm VP Management Corp.</u> Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated _____ Check (✓) if Business Defendant is being sued in the name of an entity other than the above, and enter below: _____ D/B/A: _____				
ATTORNEY FOR THIS DEFENDANT: _____ Bar No. _____ or Name: _____ Pro Hac Vice (✓) <input type="checkbox"/>				
In left hand column, check one (1) box that best describes the nature of this suit. In right hand column check all boxes which indicate secondary claims.				
Business/Commercial <input type="checkbox"/> Accounting (Business) <input type="checkbox"/> Bankruptcy <input type="checkbox"/> Business Dissolution - Corporation <input type="checkbox"/> Business Dissolution - Partnership <input type="checkbox"/> Debt Collection <input type="checkbox"/> Employment <input type="checkbox"/> Examination of Debtor <input type="checkbox"/> Execution <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Pension <input type="checkbox"/> Receivership <input type="checkbox"/> Replevin <input type="checkbox"/> Stockholder Suit <input type="checkbox"/> Other _____ Domestic Relations <input type="checkbox"/> Child Custody/Visitation <input type="checkbox"/> Child Support <input type="checkbox"/> Contempt <input type="checkbox"/> Divorce: Fault <input type="checkbox"/> Divorce: Irreconcilable Differences <input type="checkbox"/> Domestic Abuse <input type="checkbox"/> Emancipation <input type="checkbox"/> Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Property Division <input type="checkbox"/> Separate Maintenance <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> UIFSA (formerly URESA) <input type="checkbox"/> Other _____ Contract <input checked="" type="checkbox"/> Breach of Contract <input type="checkbox"/> Installment Contract <input type="checkbox"/> Insurance <input type="checkbox"/> Product Liability under Contract <input type="checkbox"/> Specific Performance <input type="checkbox"/> Other _____	Probate <input type="checkbox"/> Accounting (Probate) <input type="checkbox"/> Birth Certificate Correction <input type="checkbox"/> Commitment <input type="checkbox"/> Conservatorship <input type="checkbox"/> Guardianship <input type="checkbox"/> Heirship <input type="checkbox"/> Intestate Estate <input type="checkbox"/> Minor's Settlement <input type="checkbox"/> Muniment of Title <input type="checkbox"/> Name Change <input type="checkbox"/> Power of Attorney <input type="checkbox"/> Testate Estate <input type="checkbox"/> Will Contest <input type="checkbox"/> Other _____ Statutes/Rules <input type="checkbox"/> Bond Validation <input type="checkbox"/> Civil Forfeiture <input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> ERISA <input type="checkbox"/> Eminent Domain <input type="checkbox"/> Extraordinary Writ <input type="checkbox"/> Federal Statutes <input type="checkbox"/> Injunction or Restraining Order <input type="checkbox"/> Municipal Annexation <input type="checkbox"/> Racketeering (RICO) <input type="checkbox"/> Railroad <input type="checkbox"/> Seaman <input type="checkbox"/> Other _____ Appeals <input type="checkbox"/> Administrative Agency <input type="checkbox"/> County Court <input type="checkbox"/> Hardship Petition (Driver License) <input type="checkbox"/> Justice Court <input type="checkbox"/> MS Employment Security Comm'n <input type="checkbox"/> Municipal Court <input type="checkbox"/> Oil & Gas Board <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other _____	Children and Minors - Non-Domestic <input type="checkbox"/> Adoption - Noncontested <input type="checkbox"/> Consent to Abortion for Minor <input type="checkbox"/> Removal of Minor <input type="checkbox"/> Other _____ Torts-Personal Injury <input type="checkbox"/> Bad Faith <input type="checkbox"/> Fraud <input type="checkbox"/> Loss of Consortium <input type="checkbox"/> Malpractice - Legal <input type="checkbox"/> Malpractice - Medical <input type="checkbox"/> Negligence - General <input type="checkbox"/> Negligence - Motor Vehicle <input type="checkbox"/> Products Liability <input type="checkbox"/> Wrongful Death <input type="checkbox"/> Other _____ Mass Tort <input type="checkbox"/> Asbestos <input type="checkbox"/> Chemical Spill <input type="checkbox"/> Dioxin <input type="checkbox"/> Hand/Arm Vibration <input type="checkbox"/> Hearing Loss <input type="checkbox"/> Radioactive Materials <input type="checkbox"/> Other _____ Real Property <input type="checkbox"/> Adverse Possession <input type="checkbox"/> Ejectment <input type="checkbox"/> Eminent Domain <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Lien Assertion <input type="checkbox"/> Partition <input type="checkbox"/> Receiver Appointment <input type="checkbox"/> Tax Sale: Confirmation/Cancellation <input type="checkbox"/> Title, Boundary &/or Easement <input type="checkbox"/> Other _____ Civil Rights <input type="checkbox"/> Elections <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Post Conviction Relief <input type="checkbox"/> Prisoner <input type="checkbox"/> Other _____		

IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT, CITY OF _____

Docket No. _____ File Yr _____ Chronological No. _____ Clerk's Local ID _____ Docket No. If Filed Prior to 1/1/94 _____

DEFENDANTS IN REFERENCED CAUSE - Page 1 of ____ Defendants Pages
IN ADDITION TO DEFENDANT SHOWN ON CIVIL CASE FILING FORM COVER SHEET

Defendant #2:

Individual: _____ (_____) _____
Last Name First Name Maiden Name, if Applicable Middle Init. Jr/Sr/III/IV

____ Check (✓) if Individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of _____

____ Check (✓) if Individual Defendant is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A _____

Business State Farm Fire & Casualty Co.

Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

____ Check (✓) if Business Defendant is being sued in the name of an entity other than the name above, and enter below:

D/B/A _____

ATTORNEY FOR THIS DEFENDANT: _____ Bar # or Name: _____ Pro Hac Vice (✓) _____ Not an Attorney(✓) _____

Defendant #3:

Individual: _____ (_____) _____
Last Name First Name Maiden Name, if Applicable Middle Init. Jr/Sr/III/IV

____ Check (✓) if Individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of _____

____ Check (✓) if Individual Defendant is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A _____

Business State Farm General Insurance Co.

Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

____ Check (✓) if Business Defendant is being sued in the name of an entity other than the name above, and enter below:

D/B/A _____

ATTORNEY FOR THIS DEFENDANT: _____ Bar # or Name: _____ Pro Hac Vice (✓) _____ Not an Attorney(✓) _____

Defendant #4:

Individual: _____ (_____) _____
Last Name First Name Maiden Name, if Applicable Middle Init. Jr/Sr/III/IV

____ Check (✓) if Individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of _____

____ Check (✓) if Individual Defendant is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A _____

Business any StateFarm Insurance Co. affiliate

Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

____ Check (✓) if Business Defendant is being sued in the name of an entity other than the above, and enter below:

D/B/A _____

ATTORNEY FOR THIS DEFENDANT: _____ Bar # or Name: _____ Pro Hac Vice (✓) _____ Not an Attorney(✓) _____

IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT, CITY OF _____

Docket No. _____ Docket No. If Filed
File Yr Chronological No. Clerk's Local ID Prior to 1/1/94

PLAINTIFFS IN REFERENCED CAUSE - Page 1 of ____ Plaintiffs Pages
IN ADDITION TO PLAINTIFF SHOWN ON CIVIL CASE FILING FORM COVER SHEET

Plaintiff #2:

Individual: Bajus Carol (_____) _____
Last Name First Name Maiden Name, if Applicable Middle Init. Jr/Sr/III/V

____ Check (✓) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of _____

____ Check (✓) if Individual Plaintiff is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A _____

Business _____
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

____ Check (✓) if Business Plaintiff is filing suit in the name of an entity other than the name above, and enter below:

D/B/A _____

ATTORNEY FOR THIS PLAINTIFF: 5199 Bar # or Name:  Pro Hac Vice (✓) ____ Not an Attorney(✓) ____

Plaintiff #3:

Individual: _____ (_____) _____
Last Name First Name Maiden Name, if Applicable Middle Init. Jr/Sr/III/V

____ Check (✓) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of _____

____ Check (✓) if Individual Plaintiff is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A _____

Business _____
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

____ Check (✓) if Business Plaintiff is filing suit in the name of an entity other than the name above, and enter below:

D/B/A _____

ATTORNEY FOR THIS PLAINTIFF: _____ Bar # or Name: _____ Pro Hac Vice (✓) ____ Not an Attorney(✓) ____

Plaintiff #4:

Individual: _____ (_____) _____
Last Name First Name Maiden Name, if Applicable Middle Init. Jr/Sr/III/V

____ Check (✓) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of _____

____ Check (✓) if Individual Plaintiff is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A _____

Business _____
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

____ Check (✓) if Business Plaintiff is filing suit in the name of an entity other than the name above, and enter below:

D/B/A _____

ATTORNEY FOR THIS PLAINTIFF: _____ Bar # or Name: _____ Pro Hac Vice (✓) ____ Not an Attorney(✓) ____

IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT, CITY OF _____

Docket No. _____ Docket No. If Filed
File Yr Chronological No. Clerk's Local ID Prior to 1/1/94

PLAINTIFFS IN REFERENCED CAUSE - Page ___ of ___ Plaintiffs Pages
IN ADDITION TO PLAINTIFF SHOWN ON CIVIL CASE FILING FORM COVER SHEET

Plaintiff # ___ :

Individual: _____
Last Name First Name (Maiden Name, if Applicable) Middle Init. Jr/Sr/III/IV

___ Check (✓) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of _____

___ Check (✓) if Individual Plaintiff is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A _____

Business _____
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

___ Check (✓) if Business Plaintiff is filing suit in the name of an entity other than the name above, and enter below:

D/B/A _____

ATTORNEY FOR THIS PLAINTIFF: _____ Bar # or Name: _____ Pro Hac Vice (✓) ___ Not an Attorney(✓) ___

Plaintiff # ___ :

Individual: _____
Last Name First Name (Maiden Name, if Applicable) Middle Init. Jr/Sr/III/IV

___ Check (✓) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of _____

___ Check (✓) if Individual Plaintiff is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A _____

Business _____
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

___ Check (✓) if Business Plaintiff is filing suit in the name of an entity other than the name above, and enter below:

D/B/A _____

ATTORNEY FOR THIS PLAINTIFF: _____ Bar # or Name: _____ Pro Hac Vice (✓) ___ Not an Attorney(✓) ___

Plaintiff # ___ :

Individual: _____
Last Name First Name (Maiden Name, if Applicable) Middle Init. Jr/Sr/III/IV

___ Check (✓) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of _____

___ Check (✓) if Individual Plaintiff is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A _____

Business _____
Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

___ Check (✓) if Business Plaintiff is filing suit in the name of an entity other than the name above, and enter below:

D/B/A _____

ATTORNEY FOR THIS PLAINTIFF: _____ Bar # or Name: _____ Pro Hac Vice (✓) ___ Not an Attorney(✓) ___



GEORGE DALE
Commissioner of Insurance
State Fire Marshal

LEE HARRELL
Deputy Commissioner of Insurance

STATE OF MISSISSIPPI
Mississippi Insurance Department

501 N. West Street
1001 Woolfolk Building (39201)
Post Office Box 79
Jackson, Mississippi 39205-0079
(601) 359-3569
<http://www.doi.state.ms.us>

May 3, 2007

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7006 0810 0003 6592 1332

FILED
MAY 07 2007
GAYLE PARKER
CIRCUIT CLERK
[Signature]

State Farm Fire and Casualty Company
Attn: William E. Penna
1080 River Oaks Drive
Flowood, MS 39232-7644

Re: Cause No. : A2402-07-61
Craig and Carol Bellus versus State Farm Fire and Casualty Company, et al,
Circuit Court, Harrison County, Mississippi

Dear Sir/Madam:

Please find enclosed copy of summons, complaint, and accompanying pleadings, if any, which were served on this office at 10:50 a.m. on May 3, 2007.

It is requested that immediately upon your receipt of this letter you shall give written acknowledgment of your receipt of same to this office, which shall be in addition to the U. S. Postal Return Receipt which was given at time this article was delivered.

Respectfully,

GEORGE DALE
COMMISSIONER OF INSURANCE

BY *Cooke Bell*
Cookie Bell
Administrative Assistant
and Legal Process Clerk

GD:cb

Enclosures

✓Pc: Honorable Gayle Parker

MISSISSIPPI

DEPARTMENT OF INSURANCE

P.O. BOX 79

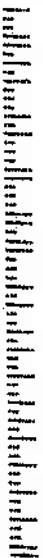
JACKSON, MISSISSIPPI 39205-0079

The Honorable Gayle Parker
Circuit Clerk
P.O. Box 998
Biloxi, MS 39533



UNITED STATES POSTAGE
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IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT

CRAIG AND CAROL BALIUS

PLAINTIFFS

VERSUS

CAUSE NO. A2402-07-61

STATE FARM VP MANAGEMENT CORP.,
ET AL.

DEFENDANTS

SUMMONS

TO: State Farm VP Management Corp.
By service upon:
Corporation Service Company
506 S. President Street
Jackson, MS 39201

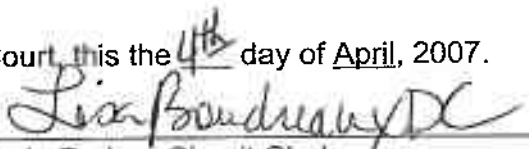
NOTICE TO DEFENDANT

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND
YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.

You are required to mail or hand-deliver a copy of a written response to the Complaint to JAMES R. REEVES, JR., the attorney for the Plaintiff, whose address is Lumpkin & Reeves, PLLC, Post Office Drawer 1388, Biloxi, Miss., 39533. Your response must be mailed or delivered within (30) days from the date of delivery of this Summons and Complaint or a judgment by default will be entered against you for the money or other things demanded in the Complaint.

You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court this the 4th day of April, 2007.


Gayle Parker, Circuit Clerk
Harrison County Circuit Court
Post Office Box 998
Biloxi, MS 39533

(SEAL)

Mailed to atty for service

IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT

CRAIG AND CAROL BALIUS

PLAINTIFFS

VERSUS

CAUSE NO. A2402-07-61

STATE FARM VP MANAGEMENT CORP.,
ET AL.

DEFENDANTS

SUMMONS

TO: State Farm General Insurance Co.
By service upon:
George Dale, Commissioner of Insurance
501 North West Street, 10th Floor, Suite 1001
Jackson, MS 39201

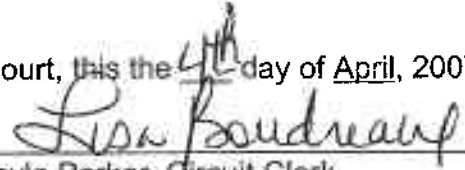
NOTICE TO DEFENDANT

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You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this the 4th day of April, 2007.



Gayle Parker, Circuit Clerk
Harrison County Circuit Court
Post Office Box 998
Biloxi, MS 39533

(SEAL)

mailed to atty for service

IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT

CRAIG AND CAROL BALIUS

PLAINTIFFS

VERSUS

CAUSE NO. 12402-07-61

STATE FARM VP MANAGEMENT CORP.,
ET AL.

DEFENDANTS

SUMMONS

TO: State Farm Fire & Casualty Co.
By service upon:
George Dale, Commissioner of Insurance
501 North West Street, 10th Floor, Suite 1001
Jackson, MS 39201

NOTICE TO DEFENDANT

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND
YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.

You are required to mail or hand-deliver a copy of a written response to the Complaint to JAMES R. REEVES, JR., the attorney for the Plaintiff, whose address is Lumpkin & Reeves, PLLC, Post Office Drawer 1388, Biloxi, Miss., 39533. Your response must be mailed or delivered within (30) days from the date of delivery of this Summons and Complaint or a judgment by default will be entered against you for the money or other things demanded in the Complaint.

You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this the 4th day of April, 2007.

Lisa Boudreau
Gayle Parker, Circuit Clerk
Harrison County Circuit Court
Post Office Box 998
Biloxi, MS 39533

(SEAL)

mailed to atty for service